

# Exhibit C

## **ANNEX 2**

DATED 11th October, 1966

MICHAEL JEFFERY

BRYAN CHANDLER

AND

NOEL REDDING

JOHN MITCHELL

JAMES MARSHALL HENDRIX

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RECORDING AGREEMENT

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AN AGREEMENT made the 11th day October One Thousand Nine Hundred and Sixty-six BETWEEN Noel Redding of 110 Coast Drive Lydd-on-Sea Kent and John Mitchell of 19 Borders Walk, Ealing London and James Marshall Hendrix of The Hyde Park Towers Hotel, London (herein called "the Artistes") of the one part and Michael Jeffery and Bryan Chandler both of 39 Gerrard Street, London, W.1. (hereinafter called "the Producers") of the other part

WHEREAS :

- (1) The Artistes together at present form a group of musical performers professionally known as JIMI HENDRIX EXPERIENCE
- (2) The Producers are desirous of acquiring the exclusive services of the Artistes for the purpose of making and exploiting sound recordings of musical performances rendered by the Artistes and of enhancing and promoting the professional reputations and success of the Artistes

NOW IT IS HEREBY AGREED as follows:

1. THE Artistes shall record for the Producers exclusively for a period of seven years from the date hereof upon the terms and conditions hereinafter contained by which they agree to be jointly and severally bound
2. THE Artistes agree to do the following acts and things during the continuance of this Agreement:-
  - (i) To use their best endeavours to prepare rehearse and record such musical works as the Producers shall select including any repetition or remakes which in the opinion of the Producers shall be necessary to obtain sound recordings of a satisfactory quality for manufacture and sale
  - (ii) To perform such musical works for the purpose of making sound recordings to the best of their skill and ability
  - (iii) To record during each year of this Agreement a minimum of ten record sides each of 45 revolutions per minute and such additional sound recordings as the Producers shall from time to time determine PROVIDED ALWAYS that in the event of the making of recordings and manufacture of records being curtailed suspended stopped or otherwise adversely affected by Government action strike flood or similar causes the Producers may reduce the number of recordings proportionately in relation to the lengths of time such conditions remain in effect
  - (iv) To attend at recording sessions in the studios designated by the Producers within 15 minutes of the time fixed for the said session in a notice given by the Producers as soon as possible in advance of such session
  - (v) To perform together as a group or otherwise as the Producers may decide for the purpose of the said sound recordings.
  - (vi) To remain bound by the terms and conditions of this Agreement as are not inconsistent with his intention to perform as an individual if any Artiste shall retire from the group with the consent of the Producers and the other members of the group

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(vii) To procure from any retiring Artiste his permission for the remaining Artistes to continue to use the name of the group\_\_\_\_\_

(viii) To procure any Artiste joining the group to enter into an Agreement with the Producers containing the same terms and conditions as this Agreement and expiring on the same date as the expiration of this Agreement\_\_\_\_\_

3. THE Artistes agree not to do any of the following acts during the continuance of this Agreement:-

(i) Record for any other person firm or company without the written consent of the Producers\_\_\_\_\_

(ii) Engage made or assist in the making without the written consent of the Producers of recordings of any musical works which reproduce or are substantially similar to any works which the Artistes shall have recorded for the Producers under this Agreement or any extension hereof for a term of Five years from the date on which such work shall have been recorded by the Artistes for the Producers or Five years from the date of determination of this Agreement whichever is the later\_\_\_\_\_

(iii) Grant or attempt to grant to any other person firm or company any rights or licences whatsoever in sound recordings made for the Producers or its licensees under this Agreement\_\_\_\_\_

(iv) Undertake any obligation which may prevent or impair the performance and fulfilment of their obligations under this Agreement\_\_\_\_\_

THE Artistes hereby grant to the Producers the following rights and licences:-

(i) To have assigned to it the copyright in any arrangements or transcriptions of musical works made by the Artistes for the purposes of the said sound recordings\_\_\_\_\_

(ii) To use and publish their name or names as publicly known or as otherwise agreed upon by the parties with or without photographic or other likenesses of the Artistes as when and where the Producers shall think fit.

(iii) To use and publish biographical and other information relating to the Artistes to be supplied by the Artistes for the purpose of labelling cataloguing advertising and exploiting the sound recordings made hereunder\_\_\_\_\_

(iv) To authorise any other person firm or company to do any of the acts and things in sub-clauses (i) (ii) and (iii) of clause 4\_\_\_\_\_

5. THE Artistes hereby warrant that they have the full right power and authority to enter into and perform this Agreement\_\_\_\_\_

6. THE Producers shall have the following rights in respect of any sound recordings made hereunder:-

(i) The copyright throughout the world in all sound recordings of performances of musical works by the Artistes\_\_\_\_\_

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(ii) The sole and exclusive rights to manufacture sell lease assign licence distribute or otherwise use or dispose of the said sound recordings and records tapes or other reproductions by any method now known or hereafter to be known made therefrom at such prices and under such labels and trade names as the Producers shall think fit\_\_\_\_\_

(iii) The sole and exclusive right to perform publicly or permit the public performance of the said sound recordings including performances by broadcasting tape wire diffusion television or by any other means now known or hereafter to be known\_\_\_\_\_

(iv) The sole and exclusive right to record or use any of the said sound recordings on records in conjunction with recordings of musical performances by other artistes\_\_\_\_\_

(v) The right to authorise any other person firm or company to do any of the aforesaid acts in sub-clauses (i) (ii) (iii) and (iv) of clause 6\_\_\_\_\_

7. THE Producers agree to do the following acts and things during the continuance of this Agreement:-

(i) To obtain all necessary licences and consents for the making of the said sound recordings\_\_\_\_\_

(ii) To pay all costs incurred in making and exploiting the said sound recordings including royalties to any person firm or company\_\_\_\_\_

(iii) To procure suitable premises and equipment for the purpose of making the said recordings\_\_\_\_\_

(iv) To use their best endeavours to exploit all of the said sound recordings\_\_\_\_\_

8. THE Producers agree to pay to the Artistes jointly during the continuance of this Agreement by way of a commission to be divided between them according to their own absolute discretion such commission to be equal to:-

(i) (a)  $2\frac{1}{2}$  per cent of the net retail list price (excluding government taxes and the cost of the record sleeve and jacket album box or other packaging) in the United Kingdom the United States of America Canada and Benelux and \_\_\_\_\_ calculated on 90 per cent of double faced records embodying only recordings made under this Agreement and manufactured and sold by the Producers and paid for\_\_\_\_\_

(b) a sum equal to half of the amount calculated under clause 8 (i) (a) hereof in respect of all records manufactured and sold by the Producers and paid for of which only one face embodies recordings made under this Agreement or of records sold and in the form of pre-recorded tapes\_\_\_\_\_

(c) a sum equal to half of the amount calculated under clause 8 (i) (a) in respect of all records manufactured and sold by the Producers or their licencees or agents and paid for in all other countries of the world than those mentioned in clause 8 (i) (a)\_\_\_\_\_

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(d) a sum equal to half of the amount otherwise payable to the Artistes in respect of all records sold as club editions

(e) a sum equal to one quarter of the amount otherwise payable to the Artistes in respect of all records given to members of the public to induce them to join a record club or as club dividends

(f) it is further agreed that from the eleventh day of October 1968 the commission referred to under clause 8

(i) (a) shall be increased from 2½ per cent to 5 per cent for the remaining duration of the Contract and for any extensions thereof

(ii) In the case of sound recordings of musical performances of the Artistes included as tracks on records in conjunction with sound recordings of other artists the Artistes shall receive a commission equal to a sum calculated at the above rates proportionate to the number of tracks on the record made by the Artistes in relation to the total number of tracks

(iii) In the event of a new medium being used for reproduction of the said recordings the commission shall be calculated as aforesaid but on the net retail price of each unit sold and paid for

(iv) The Producers shall make statements and payments of commission due to the Artistes as at the 30th June and 31st December in each year before the expiration of three months from each of those dates and in the event of any dispute as to the amount payable a certificate of the Auditor of the Producers shall be conclusive and binding on the Artistes

(v) The Producers shall be entitled to deduct from the receipts of the Producers upon which commissions are calculated and thus adjust the calculation the following sums:-

(a) any expense incurred by the breach by the Artistes of Clause 2 (iv) hereof:

(b) any sum in respect of each sound recording title which the Producer may pay within 30 days after the proof of each record side for the services of accompanying musicians vocalists arrangers and copyists and for arrangements studio rentals and other costs of making the sound recording

(vi) The receipt given to the Producers by one of the Artistes shall be a full and sufficient discharge for the Producers in respect of all sums and royalties payable hereunder

9. THE Producers may upon giving notice to the Artistes assign lease or licence the rights under this Agreement to any person firm or company whether for a limited period or for the duration of this Agreement as it shall in its absolute discretion think fit

10. THE Producers shall have the option to extend the terms hereof for a further period not exceeding six months upon the

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excepted PROVIDED ALWAYS that:-

(i) such option shall only be exerciseable if the minimum number of recordings stated in clause 2(iii) hereof have not been made at the expiration of this Agreement due to any act or default on the part of the Artistes.

(ii) such option shall be exercised by giving a notice in writing to the Artistes at least ten days before the expiration of the term hereof.

(iii) If such option is not exercised the Artistes shall not be liable to the Producers for their failure to make the minimum number of recordings.

11. THE Producers shall be entitled without prejudice to their rights in respect of a breach to determine this Agreement by three months notice in writing upon any of the following events:-

(i) if the Artistes shall be convicted of a criminal offence

(ii) if the Artistes shall behave in a manner so as to bring them in to public contempt

(iii) if the Artistes shall be incapacitated through illness from performing their obligations hereunder for a continuous period of more than six months

(iv) if the Artistes shall fail other than by reason of illness to honour any agreement made by the Producers or their agent appointed and approved by the Producers

(v) if any of the terms and conditions of this Agreement are inconsistent with the terms and conditions required or imposed by any Guild or Union having jurisdiction over the Artistes PROVIDED ALWAYS that the Producers may in their discretion modify the terms and conditions of this Agreement so as to eliminate any such inconsistency

(vi) if the Artistes shall be in breach of any of the terms and conditions of this Agreement

12. UPON the Producers giving to the Artistes six months written notice before the expiration of the term hereof the Producers may extend the term of this Agreement for a further five years on the same terms and conditions and subject in all respects to the same stipulations as are herein contained except this clause for renewal

13. (a) UPON the expiration of or the other termination of this Agreement for any reason whatsoever the Producers shall nevertheless continue to have the right for a period of Five years after such termination or after the termination of any renewal period to sell in the normal course of business only all stocks of any record manufactured hereunder and shall continue to account to the Artistes for commission in respect thereof as hereinbefore provided

(b) Upon the expiration of the aforesaid period of sale (hereinafter called the "sell-off period") then at the Artistes' option and at the written request of the Artistes

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the sell-off period the Producers shall either destroy all duplicate tape recordings acetate masters metal mothers and any other derivatives of the Artistes recordings in the Producers possession at the date of the request under the supervision of any agent designated by the Artistes or shall deliver to the Artistes or to any agent designated by the Artistes all such material and in the event of the Artistes requiring delivery then the Artistes shall pay to the Producers the Artistes costs of manufacturing any records or other material and any actual expense incurred by them for packing and shipping and any other expense of whatsoever nature to which the Producers shall be put in complying with the terms of this sub-clause\_\_\_\_\_

14. THE Artistes hereby indemnify the Producers against any breach of the provisions of this Contract wherein the Producers interest may have been assigned subrogated or leased to any third party\_\_\_\_\_
15. THE Artistes hereby (jointly and severally) appoint the Producers their sole true and lawful Attorneys during the currency of this Agreement on their behalf to sign and make all Contracts and Agreements relating to in connection with or arising out of the subject matter of this Agreement namely recording in all its forms as the same is more specifically described elsewhere in this Agreement\_\_\_\_\_
16. ALL notices to be served hereunder shall be sufficiently served if sent by pre paid registered post to any party hereto at their respective addresses hereinbefore mentioned\_\_\_\_\_
17. THIS Agreement shall be governed by and construed in accordance with the laws of the United Kingdom\_\_\_\_\_

IN WITNESS whereof the parties hereto have set their hands the day and year hereinbefore mentioned\_\_\_\_\_

  
  
